

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, on July 23rd, 2007, an Oil, Gas and Mineral Lease was entered into by and between **Mauro Casas Jr.**, who address is 3845 Millet Ave., Fort Worth, Texas 76105, herein called the "Lessor", and **Paloma Barnett, LLC**, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Lessee; a memorandum of which is recorded in the Official Public Records of Tarrant County, Texas as **D207365348**.

WHEREAS, Paloma Barnett, LLC, assigned all of their right, title and interest in and to said lease to Chesapeake Exploration, L.L.C., by Assignment, Bill of Sale and Conveyance dated effective March 1, 2008, at 7:00 a.m. and recorded as D208079919, Official Records, Tarrant County, Texas, and;

The Lease states that the land covered thereby (the “leased premises”) are more fully described as follows:

0.144 acres of land, more or less, out of the J. Tuell Survey, Abstract No. 1530, Tarrant County, Texas and being also known as Lot 24, Block 2, of Pat B. Brower Heights Addition, an addition of the City of Forth Worth, a Plat of which is recorded in Volume 1481, Page 75, of the Plat Records of Tarrant County, Texas, and being further described in the certain Special Warranty Deed dated November 17, 2003, from ANA LUISA CASAS, to MAURO CASAS, JR., and recorded in Instrument #D203440206, of the Official Public Records of Tarrant County, Texas.

AND

0.154 acres of land, more or less, out of the J. Tuell Survey, Abstract No. 1530, Tarrant County, Texas and being also known as Lot 22, Block 2, of Pat B. Brower Heights Addition, an addition of the City of Forth Worth, a Plat of which is recorded in Volume 1481, Page 75, of the Plat Records of Tarrant County, Texas, and being further described in the certain Special Warranty Deed dated August 16, 2000, from VIKI ANN PETTジョン CRAIG, to MAURO CASAS, JR., and recorded in Volume 14492, Page 349, of the Official Public Records of Tarrant County, Texas.

AND

0.144 acres of land, more or less, out of the J. Tuell Survey, Abstract No. 1530, Tarrant County, Texas and being also known as Lot 13, Block 1, of Oakwood Heights Addition, an addition of the City of Forth Worth, a Plat of which is recorded in Volume 388, Page 16, of the Plat Records of Tarrant County, Texas, and being further described in the certain Warranty Deed dated February 15, 2007, from RAY THIBADEAU, to MAURO CASAS, JR., and recorded in Instrument #D207056653, of the Official Public Records of Tarrant County, Texas.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil, Gas and Mineral Lease as follows

WHEREAS, Lessor and Chesapeake Exploration, L.L.C., its successors and assigns, desire to amend said Oil, Gas and Mineral Lease and add the following clause(s) as set forth below;

Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

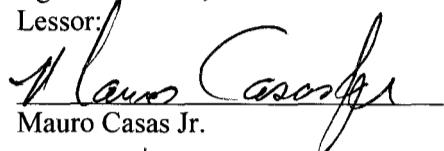
For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands

pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signature below, but shall be deemed effective for all purposes as of the date of the lease.

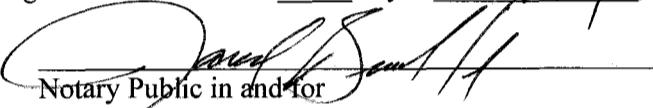
Lessor:

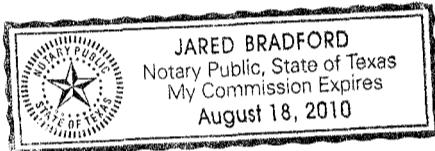

Mauro Casas Jr.

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 27th day of JANUARY, 2010, by Mauro Casas Jr.


Notary Public in and for
The State of Texas



AFTER RECORDING PLEASE MAIL TO:

MAURO CASAS JR.
3845 MILLET AVE.
FT. WORTH, TX 76105

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MAURO CASAS JR
3845 MILLET AVE
FT WORTH, TX 76105

Submitter: JARED BRADFORD

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/29/2010 3:21 PM

Instrument #: D210021753

LSE	3	PGS	\$20.00
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By: Suzanne Henderson

D210021753

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES